

SERFF Tracking Number:	CNAB-125449730	State:	Arkansas
First Filing Company:	Continental Insurance Company, ...	State Tracking Number:	#218237 \$50
Company Tracking Number:	08-F3000		
TOI:	17.2 Other Liability - Occurrence Only	Sub-TOI:	17.2001 Commercial General Liability
Product Name:	Farm Premises Liability		
Project Name/Number:	Farm Premises Liability/08-F3000		

Filing at a Glance

Companies: Continental Insurance Company, American Casualty Company of Reading PA, National Fire Insurance Company of Hartford, Transportation Insurance Company, Valley Forge Insurance Company, Continental Casualty Company

Product Name: Farm Premises Liability	SERFF Tr Num: CNAB-125449730	State: Arkansas
TOI: 17.2 Other Liability - Occurrence Only	SERFF Status: Closed	State Tr Num: #218237 \$50
Sub-TOI: 17.2001 Commercial General Liability	Co Tr Num: 08-F3000	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Author: Mercy Marasigan	Disposition Date: 02/07/2008
	Date Submitted: 01/25/2008	Disposition Status: Approved
Effective Date Requested (New): 03/01/2008		Effective Date (New):
Effective Date Requested (Renewal): 03/01/2008		Effective Date (Renewal):
State Filing Description:		

General Information

Project Name: Farm Premises Liability	Status of Filing in Domicile: Pending
Project Number: 08-F3000	Domicile Status Comments: the form is pending review by the Dept. of Insurance. No filing required for rules.
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 02/07/2008	
State Status Changed: 02/07/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
We are submitting a new endorsement G-300542-A Farm Premisesd Liability for use with the ISO Commercial General Liabiliyt	
Coverage Part, CG 00 01.	

<i>SERFF Tracking Number:</i>	<i>CNAB-125449730</i>	<i>State:</i>	<i>Arkansas</i>
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This new endorsement provides coverage for an insured's "farm premises". The description of this filing is contained in the EXPLANATORY MEMORANDUM.

We respectfully request approval of this filing to be applicable to all policies effective on and after March 1, 2008.

Company and Contact

Filing Contact Information

Mercy A. Marasigan, State Filing Analyst	mercedes.marasigan@cna.com
333 S. Wabash	(312) 822-6609 [Phone]
Chicago, IL 60685	(312) 755-2394[FAX]

Filing Company Information

Continental Insurance Company	CoCode: 35289	State of Domicile: Pennsylvania
333 South Wabash	Group Code: 218	Company Type: Property and Casualty

37th Floor		
Chicago, IL 60604	Group Name: CNA Insurance Companies	State ID Number:
(312) 822-4292 ext. [Phone]	FEIN Number: 13-5010440	

American Casualty Company of Reading PA	CoCode: 20427	State of Domicile: Pennsylvania
333 South Wabash	Group Code: 218	Company Type: Property and Casualty

37th Floor		
Chicago, IL 60604	Group Name: CNA Insurance Companies	State ID Number:
(312) 822-4292 ext. [Phone]	FEIN Number: 23-0342560	

National Fire Insurance Company of Hartford	CoCode: 20478	State of Domicile: Illinois
333 South Wabash	Group Code: 218	Company Type: Property and Casualty

37th Floor

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Chicago, IL 60604	Group Name: CNA Insurance Companies	State ID Number:
(312) 822-4292 ext. [Phone]	FEIN Number: 06-0464510	

Transportation Insurance Company	CoCode: 20494	State of Domicile: Illinois
333 South Wabash	Group Code: 218	Company Type: Property and Casualty
37th Floor		
Chicago, IL 60604	Group Name: CNA Insurance Companies	State ID Number:
(312) 822-4292 ext. [Phone]	FEIN Number: 36-1877247	

Valley Forge Insurance Company	CoCode: 20508	State of Domicile: Pennsylvania
333 South Wabash	Group Code: 218	Company Type: Property and Casualty
37th Floor		
Chicago, IL 60604	Group Name: CNA Insurance Companies	State ID Number:
(312) 822-4292 ext. [Phone]	FEIN Number: 23-1620527	

Continental Casualty Company	CoCode: 20443	State of Domicile: Illinois
333 South Wabash	Group Code: 218	Company Type: Property and Casualty
Chicago , IL 60604	Group Name: CNA Insurance Companies	State ID Number:
(312) 822-4292 ext. [Phone]	FEIN Number: 36-2114545	

<i>SERFF Tracking Number:</i>	<i>CNAB-125449730</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Continental Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#218237 \$50</i>
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Filing Fees

Fee Required?	Yes
Fee Amount:	\$0.00
Retaliatory?	No
Fee Explanation:	\$50 per group
	Check is being mailed 1/25/08
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Continental Insurance Company	\$0.00	01/25/2008	
American Casualty Company of Reading PA	\$0.00	01/25/2008	
National Fire Insurance Company of Hartford	\$0.00	01/25/2008	
Transportation Insurance Company	\$0.00	01/25/2008	
Valley Forge Insurance Company	\$0.00	01/25/2008	
Continental Casualty Company	\$0.00	01/25/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	02/07/2008	02/07/2008

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Disposition

Disposition Date: 02/07/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter - Exp. Memo	Approved	Yes
Form	Farm Premises Liability	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Farm Premises Liability	G-300542-A	10-2007	Endorsement/Amendment/Conditions		0.00	G-300542-A FARM PREMISES LIABILITY.pdf



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FARM PREMISES LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Subject to the provisions of this endorsement, insurance under the Commercial General Liability Coverage Form applies with respect to liability arising out of the ownership, use or maintenance of "farm premises." The terms ownership, use or maintenance include operations necessary or incidental to ownership, use or maintenance.

A. SECTION - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Exclusion **2.a. (Expected Or Intended Injury)** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured even if the resulting "bodily injury" or "property damage":

- (1) Is of a different kind, quality or degree than initially expected or intended; or
- (2) Is sustained by a different person, entity, real or personal property, than initially expected or intended.

This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

2. The following exception is added to exclusion **2.f. (Pollution)**:

Subparagraph (a) of item (1) does not apply to "bodily injury" or "property damage" caused by heat, smoke or fumes from a fire, if the fire:

- a. Is set by the insured on the "farm premises"; and
- b. Is set for the purpose of burning off crop stubble or other vegetation and is consistent with normal and usual agricultural practice; and
- c. Is not set in violation of an ordinance or law.

3. The following exception is added to exclusion **2.g. (Aircraft, Auto, Or Watercraft)**:

- (6) An "auto" or item of "mobile equipment" involved in an "occurrence" on the "farm premises" and not subject to motor vehicle registration by reason of:

- (a) Use exclusively on the "farm premises"; or

- (b) Being kept in dead storage on the "farm premises."

4. Exclusion **2.i. (Damage To Your Work)** does not apply to operations necessary or incidental to the ownership, use or maintenance of the "farm premises."

5. The following exclusions are added to Paragraph **2. Exclusions**:

This insurance does not apply to:

- (1) "Bodily injury or property damage" arising out of the ownership, use or maintenance of:

- (a) Farm tools, farm tractors and trailers under contract to others for a charge;

- (b) Draft animals or vehicles used with them:

- (i) Under contract to others for a charge; or

- (ii) Used for route delivery.

- (c) Saddle animals:

- (i) Rented to others by or for an insured; or

- (ii) Used in practicing for or participating in any exhibition or contest.

- (2) "Property damage" arising out of any substance released or discharged from any aircraft.

- (3) "Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services.

- (4) Damages awarded under:

- (a) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801 et seq.) (hereinafter MSAWPA);

- (b) Any law, due to violation of the MSAWPA; or

- (c) Any regulation promulgated pursuant to the MSAWPA.

B. COVERAGE C – MEDICAL PAYMENTS

The following is added to Paragraph 2. Exclusions:

To any person engaged in work usual or incidental to the maintenance or use of the "farm premises."

The only exceptions to this exclusion are in "occurrences" of "bodily injury" sustained by a person on the "farm premises" in a neighborly exchange of assistance for which the insured is not obligated to pay any money.

C. CHEMICAL DRIFT LIABILITY COVERAGE is added to the Commercial General Liability Coverage Form as **COVERAGE M**, as described and limited in 1. through 5. below.**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages for physical injury to crops or animals if:

- (1) The injury was caused by discharge, dispersal, release or escape into the air, from the "farm premises", of the chemicals, liquids or gases that the insured has used in normal and usual agricultural operations; and
- (2) The chemicals, liquids or gases entered into the air by some means other than discharge, dispersal, release or escape from aircraft.

The term physical injury does not include any indirect or consequential damages such as loss, at any time, of market for crops or animals or of use of soil or animals.

This coverage applies only to physical injury that occurs during the policy period. The physical injury must be caused by an "occurrence". The "occurrence" must take place in the coverage territory."

- b. We will have the right and duty to defend the insured against any "suit" seeking damages for covered physical injury. However, we will have no duty to defend the insured against any "suit" seeking damages for physical injury to which this insurance does not apply. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result.

But:

- (1) The amount we will pay for damages is limited as described below in 3., Aggregate Limit of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable

Aggregate Limit of Insurance in the payment of judgments or settlements under **CHEMICAL DRIFT LIABILITY COVERAGE**.

As used in this Coverage **M**, the term "suit" means a civil proceeding in which damages because of physical injury to which such Coverage applies are alleged.

"Suit" includes:

- (1) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- (3) No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph 1. of **SUPPLEMENTARY PAYMENTS**.

2. Exclusions

CHEMICAL DRIFT LIABILITY COVERAGE does not apply to:

- a. Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of pollutants; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, chemicals, liquids or gases.

- b. Physical injury to crops or animals arising out of agricultural operations which are in violation of an ordinance or law;
- c. Physical injury to crops or animals expected or intended from the standpoint of the insured;
- d. Physical injury to crops or animals for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract," provided

the physical injury occurs subsequent to the execution of the contract or agreement; or

- (2) That the insured would have in the absence of the contract or agreement.

With respect to CHEMICAL DRIFT LIABILITY COVERAGE, Paragraph f. of the "insured contract" definition is deleted and replaced by the following:

- f. That part of a contract or agreement pertaining to your "farming" operations (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay a third person or organization for physical injury to crops or animals. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

However, Paragraph f. above does not include that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

- e. Physical injury to crops or animals you own, rent or borrow.

3. Aggregate Limit of Insurance for CHEMICAL DRIFT LIABILITY COVERAGE: \$100,000

- a. Our total liability for Coverage M, Chemical Drift Liability Coverage, is the Aggregate Limit of Insurance stated above, unless a different Aggregate Limit of Insurance is stated for Coverage M in the Declarations.
- b. The stated Aggregate Limit of Insurance applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance.
- c. Therefore, the stated Aggregate Limit of Insurance is the most we will pay for the applicable period of time as described in b. above, regardless of the number of:

- (1) "Occurrences";
- (2) Insureds;
- (3) Claims made or "suits" brought; or
- (4) Persons or organizations making claims or bringing "suits."

4. Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS applies to CHEMICAL DRIFT LIABILITY COVERAGE.

5. Words and phrases (except "suit") used in the CHEMICAL DRIFT LIABILITY COVERAGE have meaning as defined in **SECTION V – DEFINITIONS**. **SECTION V** includes the defined terms added in this endorsement.

D. SECTION II – WHO IS AN INSURED

Paragraph 1. is replaced by the following:

1. If you are designated in the Declarations as:

- a. An individual, you are an insured; and, if they are members of your household, your spouse, and your and your spouse's relatives who are under the age of 21 are also insureds.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your "farming" operations.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your "farming" operations. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

E. SECTION V – DEFINITIONS

The following definitions are added:

1. "Custom farming" means performance of specific planting, cultivating, harvesting or similar specific "farming" operations by an insured, at a farm that is not a "farm premises," when the performance is for, and under the direction or supervision of, the owner or operator of the farm or the authorized representative of the owner or operator.

But "custom farming" does not mean:

- a. Operations conducted at a premises rented to, leased to or controlled by an insured;
 - b. Operations for which no compensation in money or goods is received; or
 - c. A neighborly exchange of services.
2. "Farming" means the operation of an agricultural or aquacultural enterprise, and includes the operation of roadside stands, on your "farm premises", maintained solely for the sale of farm products produced principally by you. Unless specifically indicated in the Declarations, "farming" does not include:
- a. Retail activity other than that described above; or
 - b. Mechanized processing operations.
3. "Farm premises" means the part of any location that is used for "farming" purposes, and includes the following, provided they are not used or held for rental or for business purposes other than "farming":
- a. Buildings used as residences;
 - b. Garages;
 - c. Stables; and
 - d. Individual or family cemetery plots or burial vaults.
4. The "Your product" definition is deleted and replaced by the following with respect to coverage provided by this endorsement:
- "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You; or
 - (b) Others trading under your name; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.

c. Does not include property rented to or located for the use of others but not sold.

3. The definitions of "employee", "leased worker", "temporary worker" and "volunteer worker", as shown in **SECTION V – DEFINITIONS** of the Commercial General Liability Coverage Form, do not apply to the insurance provided under this endorsement.

F. ADDITIONAL COVERAGE – CUSTOM FARMING

1. Insurance under the Commercial General Liability Coverage Form also applies with respect to liability arising out of the insured's performance of or failure to perform "custom farming" operations.

But this Additional Coverage will apply only if your receipts during the 12 months immediately preceding the date of the "occurrence" from such "custom farming" operations do not exceed \$5000.

2. Exclusions **2.l. (Damage To Your Work)** and **2.m. (Damage To Impaired Property Or Property Not Physically Injured)** under Coverage **A** do not apply with respect to this Additional Coverage as described and limited in **F.1.** above.

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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	02/07/2008
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Comments:

P & C Transmittal Form attached

Attachment:

AR08-F3000 P & C Trans. Doc.pdf

Satisfied -Name:	Cover Letter - Exp. Memo	Review Status:	Approved	02/07/2008
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Comments:

Attachments:

AR08-F3000 Cover Letter.pdf

08-F3000 EXP. MEMO.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">a. Date the filing is received:</td></tr> <tr><td colspan="2">b. Analyst:</td></tr> <tr><td colspan="2">c. Disposition:</td></tr> <tr><td colspan="2">d. Date of disposition of the filing:</td></tr> <tr><td colspan="2">e. Effective date of filing:</td></tr> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> <tr><td colspan="2">f. State Filing #:</td></tr> <tr><td colspan="2">g. SERFF Filing #:</td></tr> <tr> <td>h. Subject Codes</td> <td></td> </tr> </table>	a. Date the filing is received:		b. Analyst:		c. Disposition:		d. Date of disposition of the filing:		e. Effective date of filing:		New Business		Renewal Business		f. State Filing #:		g. SERFF Filing #:		h. Subject Codes	
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3. Group Name	Group NAIC #
CNA	218

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Continental Casualty Company	IL	20443	36-2114545	
National Fire Insurance Company of Hartford	IL	20478	06-0464510	
American Casualty Company of Reading, Pa	PA	20427	23-0342560	
Transportation Insurance Company	IL	20494	36-1877247	
Valley Forge Insurance Company	PA	20508	23-1620527	
The Continental Insurance Company	PA	35289	13-5010440	

5. Company Tracking Number	08-F3000
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Mercy A. Marasigan	State Filing Analyst	(312) 822-6609	(312) 755-2394	mercedes.marasigan@cna.com
333 S. Wabash Ave. Chicago, IL 60604				

7. Signature of authorized filer	<i>Mercy A. Marasigan</i>
8. Please print name of authorized filer	Mercy A. Marasigan

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.000 Other Liability
10. Sub-Type of Insurance (Sub-TOI)	17.0001 Commercial General Liability
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Commercial General Liability
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: Written 3/1/08 Renewal: Written 3/1/08
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	1/2/08
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # 08-F3000

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

We are submitting a new endorsement G-300542-A Farm Premises Liability for use with the ISO Commercial General Liability Coverage Part, CG 00 01.

This new endorsement provides coverage for an insured's "farm premises".

The detailed description and/or purpose of this endorsement is reflected in the enclosed EXPLANATORY MEMORANDUM.

The companion rule filing is being submitted under separate cover letter.

We respectfully request approval of this filing to be applicable to all policies written on and after March 1, 2008.

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: 0000218237

Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**



CNA Plaza Chicago IL 60685-0001

January 22, 2008

Mercy A. Marasigan

State Filing Analyst
Commercial Lines/37S

Telephone 312-822-6609
Facsimile 312-755-2394
mercedes.marasigan@cna.com

Honorable Julie Benafiled Bowman
Insurance Commissioner
1200 West Third Street
Little Rock, AR 72201 - 1904

Attn.: Compliance/Property & Cas.

Re: Commercial General Liability Program ID#08-F3000)
FORM FILING
G-300542-A FARM PREMISES LIABILITY
CONTINENTAL CASUALTY COMPANY 218-20443
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD 218-20478
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA 218-20427
TRANSPORTATION INSURANCE COMPANY 218-20494
VALLEY FORGE INSURANCE COMPANY 218-20508
THE CONTINENTAL INSURANCE COMPANY 218-35289

Dear Commissioner:

The above named companies submit the captioned new endorsement for use with the ISO Commercial General Liability Coverage Part, CG 00 01.

This new endorsement provides coverage for an insured's "farm premises".

The enclosed EXPLANATORY MEMORANDUM reflects the description and/or purpose of this filing.

The companion rule filing is being submitted under separate cover letter (ID#08-L3000).

We respectfully request approval of this filing to be applicable to all policies written on and after March 1, 2008.

Please stamp and return the enclosed extra copy of this letter for our records.

Very truly yours,

Mercy A. Marasigan

EXPLANATORY MEMORANDUM

ID#08-F3000

RE:

G-300542-A FARM PREMISES LIABILITY

This is an endorsement to the Commercial General Liability Coverage Part to provide coverage for an insured's "farm premises"

Coverage A.

With respect to liability arising out of the ownership, use or maintenance of "farm premises":

- Exclusion **2.a (Expected Or Intended Injury)** is amended
- Exclusion **2.f. (Pollution)** is amended
- Exclusion **2.g. (Aircraft, Auto, Or Watercraft)** is amended
- Exclusion **2.l. (Damage To Your Work)** is amended

The following exclusions are added

- (1) "Bodily injury or property damage" arising out of the ownership, use or maintenance of:
 - (a) Farm tools, farm tractors and trailers under contract to others for a charge;
 - (b) Draft animals or vehicles used with them:
 - (i) Under contract to others for a charge; or
 - (ii) Used for route delivery.
 - (c) Saddle animals:
 - (i) Rented to others by or for an insured; or
 - (ii) Used in practicing for or participating in any exhibition or contest.
- (2) "Property damage" arising out of any substance released or discharged from any aircraft.
- (3) "Bodily injury" or "property damage" arising out of the rendering of or failure to render professional services.
- (4) Damages awarded under:
 - (a) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801 et seq.) (hereinafter MSAWPA);
 - (b) Any law, due to violation of the MSAWPA; or
 - (c) Any regulation promulgated pursuant to the MSAWPA.

Coverage C.

An exclusion is added regarding any person engaged in work usual or incidental to the maintenance or use of the "farm premises." Exception: A neighborly exchange of assistance for which the insured is not obligated to pay any money.

Coverage M.

Coverage for Chemical Drift Liability is added (as Coverage M.)- Aggregate Limit: \$100,000

Section II - Who Is An Insured

With respect to "farm premises" and "farming operations", amendments are made to Paragraph 1.

Section V – Definitions

Definitions are added for the following:

- "Custom farming"
- "Farming"
- "Farm Premises"

With respect to the coverage provided by this endorsement, the following definitions are amended:

- "Your Product"

With respect to the coverage provided by this endorsement, the following definitions do not apply:

- "employee"
- "leased worker"
- "temporary worker"
- "volunteer worker"

Additional Coverage – Custom Farming

Coverage is afforded for "custom farming" operations as defined in this endorsement provided receipts during the 12 months immediately preceding the date of the "occurrence" from such "custom farming" operations do not exceed \$5000.